

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
BEARD INVESTIGATIVE SERVICES, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of May, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and BEARD INVESTIGATIVE SERVICES, LLC, a California limited liability company ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide background investigation services on an as-needed basis, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Work, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference, as requested by City.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on May 19, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by four (4) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be

prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the

work hereunder.

5.2. **Endorsements.** The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. **Deductible or Self Insured Retention.** If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. **Certificates of Insurance.** Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. **Non-Limiting.** Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail

over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Beard Investigative Services, LLC
P.O. Box 60154
Irvine, CA 92602
Tel: (949) 835-3723
Attn: Greg Beard

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5169
Attn: Kasama Lee

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all

costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to

indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be

liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with

respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

Gregory W. Beard
Signature

Date: 5/21/2020

GREGORY W. BEARD / PRESIDENT
[Name and Title] QUALIFIED MANAGER

[REDACTED]
Social Security or Taxpayer ID Number

CITY OF COSTA MESA

Lori Ann Farrell Harrison

Date: 6/18/20

Lori Ann Farrell Harrison
City Manager

ATTEST:

Brenda Green 6/22/2020
Brenda Green
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 6/15/20

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management

Date: 6/3/2020

APPROVED AS TO CONTENT:

Kasama Lee
Kasama Lee
Project Manager

Date: 6/4/20

DEPARTMENTAL APPROVAL:

Klee
Kasama Lee
Acting Human Resources Manager

Date: 6/4/20

APPROVED AS TO PURCHASING:

Carol Molina
Carol Molina
Budget and Purchasing Manager
Acting Finance Director

Date: May 30, 2020

EXHIBIT A
SCOPE OF WORK

**SCOPE OF WORK
FOR
RFP NO. 20-04 BACKGROUND INVESTIGATION CONSULTING SERVICES**

BACKGROUND

Background investigations are required for the following City of Costa Mesa positions:

Police Department Employees (civilian and sworn)
Fire Department Employees (sworn)
Information Technology Department Employees
Executive/Management Employees

It is anticipated that an average of 77 backgrounds will be required annually in the following categories:

Employee Category	# of Backgrounds Anticipated Annually
Police Department Employees (Sworn)	40
Police Department Employees (Civilian)	25
Fire Department Employees (Sworn)	7
Non Safety Employees (IT/Mgt)	5

These figures are provided only as information; it is neither expressly implied nor guaranteed that the amount shown will be achieved during the initial contract period or subsequent renewal periods of any contract entered into as a result of this Request for Proposal. Actual number of background investigations performed, whether lesser or greater than the amount indicated shall not affect the contracted rates established by this Request for Proposal.

The City reserves the right to award more than one contract for the services specified herein in order to ensure the continuing ability to obtain timely and accurate background investigations of candidates for employment. Once identified, the qualified firms will be contacted on an "as-needed" basis as pre-employment background services are needed.

SCOPE OF WORK

Investigations shall comply with all applicable Federal, State and City policies, rules, regulations, laws and codes including the Federal Fair Credit Reporting Act and the California Investigative Consumer Reporting Agencies Act. Background Investigations for sworn Police and Communications Officers shall be consistent with the dimensions and must comply with the standards set by the California Commission on Peace Officers Standards and Training (POST).

The pre-employment background investigation shall include, but is not limited to, the following:

1. Interview of Applicant
2. Review of candidate's personal history statement
3. Reference check (personal and professional) of applicant
4. Neighborhood check
5. Review of applicant's criminal history
6. Review of drug and alcohol use by applicant

7. Review of credit history
8. Review of civil records
9. Review of military records
10. Review of current and former employment history (including on-site reviews of employment documents)
11. Review of applications to other agencies including review of the status/disposition of applications
12. Verification of education requirements
13. Verification of birth and citizenship
14. Review of birth, marriage, and dissolution records
15. Narrative-based summary report of the investigation
16. The background investigation shall be completed within 45 days of being assigned the investigation unless the City grants an extension for cause. The background investigation report is to be presented to the City upon completion of the investigation.

EXHIBIT B
CONSULTANT'S PROPOSAL

BEARD INVESTIGATIVE SERVICES, LLC

P.O. BOX 60154, IRVINE, CA 92602 | 949-385-3723 | BEARDINVSVC@GMAIL.COM

December 11, 2019

CITY OF COSTA MESA
Department of Human Resources
City Hall
77 Fair Drive
Costa Mesa, California 92628

Dear CITY OF COSTA MESA:

Beard Investigative Services is an insured California LLC that provides governmental background services which has been in operation since 2007 and is physically located at 3691 Provincetown Avenue, Irvine, CA 92606. Our phone number is (949) 385-3723. All management of background services is conducted at this location.

Beard Investigative Services, LLC provides experienced former law enforcement officers and managers to assist law enforcement agencies with pre-employment background investigations specializing in California Peace Officers Standards and Training (P.O.S.T.) law enforcement backgrounds. Backgrounds are conducted for peace officer applicants, dispatcher applicants, and all other non-sworn positions within the police department. We also provide background investigative services for fire agencies and municipal agencies in their hiring of their employees. Background investigators are considered to be gatekeepers of the police department and fire department, and we take that role seriously in our task of providing thorough background investigations for contracted agencies to hire those candidates who are most qualified.

Beard Investigative Services, LLC has nearly thirteen years of experience in conducting P.O.S.T. background investigations, background checks, and executive protection. Greg Beard, the company owner, is an active member of the California Background Investigator's Association, and is also a member of the California Association of Licensed Investigators. He has maintained his California Private Investigators license in good standing since 2007. Mr. Beard received his P.O.S.T. Background Investigator's certification in November 2006, and he continually keeps up to date on current trends in background investigations through on-going training. Mr. Beard is a retired police officer having served 29 ½ years with the Irvine Police Department, California State University Police Department, Gibson County Sheriff's Department (IN), and the Princeton Police Department (IN).

All background investigators assigned to conduct the background investigations have completed the P.O.S.T. Background Investigator's Course. Investigators either have their own Private Investigator's license, or are actively working towards obtaining their license while working under the license of Beard Investigative Services, LLC. Investigators are strongly encouraged to become active members of the

California Background Investigators Association and to participate in on-going training.

We respectfully present this bid in response to your request for proposal for background investigation services for the City of Costa Mesa (RFP #20-04), which will be valid for a period of at least ninety (90) days. The following pages outline the experience/qualifications, project approach and methodology, references, and pricing proposal. Should a contract be awarded, Beard Investigative Services, LLC agrees to enter into a Hold-Harmless Agreement with the City of Costa Mesa.

Sincerely,



Greg Beard
Owner/Qualified Manager
PI #25452
BEARD INVESTIGATIVE SERVICES, LLC

City of Costa Mesa

Number RFP 20-04

For

Background Investigation Services

Release Date: November 21, 2019

Due Date: December 12, 2019

Proposal From:

Beard Investigative Services, LLC

3691 Provincetown Ave.

Irvine, CA 92606

December 11, 2019

BACKGROUND AND PROJECT SUMMARY

The City of Costa Mesa is seeking vendors for the Costa Mesa Police Department and Fire Department to conduct pre-employment background investigations of peace officer applicants, dispatchers, civilian, and fire personnel within the departments. This service is to assist the City of Costa Mesa in hiring the most qualified candidates who meet the minimum standards set forth by Peace Officers Standards and Training.

Background Investigators with Beard Investigative Services, LLC are all former or current law enforcement personnel who are POST certified background investigators. Our pre-employment background investigations provide necessary information to the City to ensure compliance with all applicable minimum standards for appointment are met and to screen out candidates who, based on their past history or other relevant information, are found unsuitable for the position for which they have applied. The background investigations will be completed in compliance with the California POST Background Investigation Manual and will be formatted accordingly, and in compliance with the City of Costa Mesa requirements.

METHOD OF APPROACH

Beard Investigative Services, LLC will use the following approach to accomplish the scope of work outlined by the City of Costa Mesa:

That we shall provide investigative services on an as needed basis during the term of the contract. We shall conduct a comprehensive background investigation using current POST guidelines, recommendations and requirements, Personal History Statement (PHS), Pre-Investigative Questionnaire, Polygraph, and other required documents as provided by agency.

Greg Beard will be the liaison to communicate with the City of Costa Mesa throughout the investigation(s) and notify of any information that would immediately disqualify the applicant from employment. Secondary liaisons will be Investigator Garon Wyatt, Frank Andersen, or Lisa Gallatin.

The City of Costa Mesa will prepare the background packet and provide it to Beard Investigative Services, LLC for assignment to the background investigator. The police department background unit will provide copies of the waiver for release of information, advisements to the applicant, Live Scan results, DMV records checks, Coplink and Vision reports, verified documents from the applicant required by POST, the completed Personal History Statement, and preferably a photo of the applicant.

Backgrounds will be assigned to investigators based upon their availability, case load, and ability to complete the background in a timely manner. The background investigator will provide updates during the course of the investigation to the liaison and keep them apprised of any issues and timeframe for background completion. Upon completion of the background, the investigator will submit the complete report and background packet to Beard Investigative Services, LLC for review, editing, and corrections. The liaison will

then submit the approved background to the Personnel Officer/Background Investigator with the City of Costa Mesa.

All of the applicant's past employment, current employment and their employment status will be verified for the minimum of 10 years for sworn and dispatcher positions. The investigation shall document any termination, discipline, tardiness and if the applicant is eligible for rehire. Interviews will be conducted with previous supervisors and co-workers.

Employment checks include local travel for interviewing co-workers and supervisors for both current and past employment. Investigators will review personnel files, if available, and provide follow-up documentation. Travel requests outside of the Southern California area will be submitted for pre-approval to the City of Costa Mesa.

The background investigator will perform residence/neighborhood inquiries/verification for each applicant for all locations applicant has lived over the last 10 years. A visit of the applicant's home will be conducted to confirm the address of residence and appropriate living conditions.

The background investigator will perform agency checks where each applicant has applied. An in-person review of the applicant's background file, if available, as reported by the agency through mail inquiry return, is to be completed. The background investigator for that department will also be interviewed. Due to the duration of time it takes to receive mail inquiry returns, the investigator shall contact by telephone those agencies where the applicant advised there was a background investigation started or completed.

Beard Investigative Services, LLC Background Investigators shall make all reasonable efforts to contact the applicant's references, current and former neighbors, landlords, roommates, spouses and dating/domestic partners and any secondary references identified by investigator. If the background investigator is unable to make contact with a required party, then it shall be documented in the report who they attempted contact with, by what means, and the person's lack of response. Investigators shall demonstrate due diligence in contacting every person that needs to be contacted.

Background investigators will complete detailed reports in the following areas:

- Summary of family, personal references, and secondary references
- Summary of employers
- Summary of residences
- Summary of any agency where the applicant has been in backgrounds
- Overall summary

Completed background reports for each applicant shall be addressed to the Costa Mesa Police Department or Costa Mesa Fire Department. All background investigations will be completed to the satisfaction of the City of Costa Mesa. Any issues or concerns throughout the contract will be addressed accordingly between the Personnel Officer/Background Investigator and the appointed liaison with Beard Investigative Services, LLC to come to a

resolution.

Beard Investigative Services, LLC will be able to provide a 4 to 6-week turnaround on completion of backgrounds. Extensions are allowed upon authorization by the appropriate representative with the City of Costa Mesa

Contractor and all employees with access to City background investigation packets/files (investigators, typists, etc.) shall sign a confidentiality agreement to be provided by the City if required.

Beard Investigative Services, LLC shall provide investigative services on an “as needed” basis during the term of the contract. We shall conduct a comprehensive background investigation using current P.O.S.T. guidelines, recommendations and requirements, Personal History Statement (PHS), Pre-Employment Investigative Questionnaire (PIQ), Polygraph, and other required documents as provided by agency. Beard Investigative Services shall submit a background file for each applicant to include all items verified and collected during the investigation process. The items shall include but not be limited to the following:

- Personal History - Investigator will conduct an in-person interview on each applicant and provide written documentation. The applicant’s name, date of birth and citizenship status will be verified via official government documents. A current photo of the applicant will also be provided. Any tattoos, distinctive scars, or marks will be documented.
- Marital Status – Verify marital status and obtain a copy of all marriage certificates or divorce dissolutions.
- Family and acquaintances – Conduct interviews of applicant’s current and former neighbors, landlords, roommates, spouses, dating/domestic partners, and family members.
- References – Conduct thorough interviews of references provided by the applicant.
- Education – The background investigator shall verify applicant’s educational background through official school transcripts and copies of degrees. Copies of these documents shall be placed in the background file.
- Experience and employment – The background investigator shall verify the applicant’s past employment, current employment, and employment status. Documentation shall be made of any termination, discipline, tardiness, and if the applicant is eligible for rehire.
- Residence – The background investigator shall visit the applicant at home to confirm the address of the residence and appropriate living conditions.
- Driving History – The background investigator shall verify the applicant’s driving records via police databases.

- **Military** – If the applicant mentions military service, the investigator shall verify service and attempt to gather information on commendation(s) or disciplinary action(s). Verification of registering for Selective Service will also be conducted for those who are required to register.
- **Financial** – The background investigator shall complete a credit history check on applicant's credit status.
- **Legal** – The background investigator shall address any prior, current, or pending criminal or civil litigations related to the applicant and address the results of the applicant's FBI and Department of Justice live scan fingerprint process. The background file shall include criminal records inquires for each applicant (mail inquiries will be sent to every city, county and college law enforcement agency where the applicant lived, worked and attended college). Any returns received after the file has been submitted to City shall be returned to City for inclusion in the file.
- **Law Enforcement Agencies Applied** - Perform agency checks for each applicant (mail inquiries to all law enforcement agencies where applicant has previously applied). An in-person review of the applicant's background file, if available, as reported by the agency through mail inquiry return, is to be completed. Due to the duration of time it takes to receive mail inquiry returns, the investigator shall contact by telephone those agencies where the applicant advised there was a background investigation started or completed. Any returns received after the file has been submitted to City shall be returned to City for inclusion in the file.
- **Social Networks** – The background investigator shall conduct social media research.
- **Polygraph results** – The background investigator shall review and compile polygraph results.
- **Investigator comments** – The background investigator shall provide a summary of the applicant's background including any concerns or lack thereof as well as the investigators overall impression of the applicant. Any concerns or deficiencies of the applicant shall be supported with P.O.S.T. Dimensions where the applicant does not meet standards.
- **Completed background file** for each applicant shall be addressed to the Chief of Police. The comprehensive summary report will include findings for all items listed above.
- **Beard Investigative Services, LLC** shall complete and submit the background file to the Office of Professional Development no later than 45 days after receiving the background assignment. Any investigations requiring more than 45 days to complete will need prior approval from the City.

QUALIFICATIONS AND EXPERIENCE

Greg Beard, the company owner, is a retired police officer having served 29 ½ years with the Irvine Police Department, California State University Police Department, Gibson County Sheriff's Department (IN), and the Princeton Police Department (IN). Mr. Beard, also, was the investigative supervisor with Evidence-Based Incorporated while operating his private investigations business from 2009 to 2014. Mr. Beard received his P.O.S.T. Background Investigator's certification in November 2006, and he continually keeps up to date on current trends in background investigations through on-going training.

Law enforcement agencies who contract with Beard Investigative Services, LLC include the Irvine Police Department, Huntington Beach Police Department, Westminster Police Department, Anaheim Police Department (includes fire and non-safety employees), Orange County District Attorney's Office, Irvine Valley College Police Department, and Saddleback College Police Department. The Irvine Police Department contracted with Beard Investigative Services from 2011 to 2013 before the contract was turned over to Evidence-Based, Inc., where Greg Beard was the full-time investigative supervisor. The contract ended with EBI when it closed for business; however, Greg Beard has been conducting background investigations for the Irvine Police Department as a background investigator with RCS Investigations from January 2015 through February 2018. Greg Beard previously was a background investigator with Groscoast Investigative Group from the end of 2006 through 2009. Greg Beard is the most tenured of background investigators currently conducting background investigations for the Irvine Police Department.

Beard Investigative Services, LLC provides experienced current and former law enforcement officers and managers to assist law enforcement agencies with pre-employment background investigations specializing in California Peace Officers Standards and Training (P.O.S.T.) law enforcement backgrounds. All background investigators assigned to conduct the background investigations have completed the P.O.S.T. Background Investigator's Course. Investigators either have their own Private Investigator's license or are actively working towards obtaining their license while working under the license of Beard Investigative Services, LLC. Investigators are strongly encouraged to become active members of the California Background Investigators Association and to participate in on-going training.

References of agencies where background services are or have been performed:

- **Irvine Police Department**
Perform POST background investigations for sworn officers, dispatchers, and support staff from 2006-2009; 2011-present
Contact person: Lt. James Hutchcraft
Phone: 949-724-7143; Email: jhutchcr@cityofirvine.org
- **Irvine Valley College Police Department**
Perform POST background investigations for sworn officers and dispatchers from 2013-present.
Contact person: Chief John Meyer
Phone: 949-451-5200; Email: jmeyer29@ivc.edu
- **Saddleback College Police Department**

Perform POST background investigations for sworn officers, dispatchers, and non-sworn positions from 2013-present.

Contact person: Lt. Michael Betzler

Phone: 949-582-4390; Email: mbetzler@saddleback.edu

- **Westminster Police Department**

Perform POST background investigations for sworn officers, dispatchers, and other non-sworn positions from 2015 - present.

Contact Person: Commander Cameron Knauerhaze

Phone: 714-548-3844; Email: cknauerhaze@westminster-ca.gov

- **Anaheim Police Department**

Perform POST background investigations for sworn officers, dispatchers, and other non-sworn positions beginning in November 2018. The contract also includes conducting background investigations for the Anaheim Fire Department and a limited background on non-safety employees with the City of Anaheim. This contract has only been in effect for about one year, and only backgrounds for the police department have been conducted thus far.

Contact Person: Sgt. Matt Adrian

Phone: (714) 764-3922 Email: madrian@anaheim.net

- **Huntington Beach Police Department**

Perform POST background investigations for sworn officers, dispatchers, and non-sworn positions from 2018 - present.

Contact: Investigator Joel Petersen

Phone: (714) 536-5936

- **Orange County District Attorney's Office**

Perform POST background investigations for investigators and attorneys from July 2019 to present.

Contact: Chief Paul Walters

Phone: (714) 347-8419 Email: Paul.Walters@da.ocgov.com

- **RCS Investigations – 2015 to present**

Nearly 3 years of experience as a background investigator with RCS Investigations conducting law enforcement background investigations

Contact: Steve Rodig

Phone: (714) 290-0116; Email: steve@rcsinvestigations.com

- **Evidence-Based, Inc. – 2009 to 2014**

Investigative supervisor for background investigation services to law enforcement agencies as well as in-house backgrounds for EBI employees. Also conducted family violence risk assessments for family courts.

Contact: John McLaughlin

Phone: (949) 254-4310; Email: john.mclaughlin@cox.net

- **Groscost Investigative Group – 2006 to 2009**

Background Investigator with Groscost Investigative Group as a background investigator conducting law enforcement background investigations.

Contact: Richard Groscost

Phone: (714) 392- 9547; Email: rgroscost@anaheim.net

FINANCIAL CAPACITY

The gross receipts for background services in 2018 was approximately \$151,000.00. Gross receipts for 2019 is anticipated to be approximately \$170,000.00. Beard Investigative Services, LLC has no outstanding debt or loans.

Beard Investigative Services, LLC has not had any contracts terminated. In 2013, however, the contract with the Irvine Police Department was transferred at the request of Investigator Beard to Evidence-Based, Incorporated due to Investigator Beard beginning work full-time with EBI. It was felt the contract would best be served as part of the primary employment responsibilities in this full-time position rather than becoming a secondary employment. Investigator Beard continued to manage the Irvine contract and was the primary investigator. When EBI closed for business in October 2014, the company requested the City of Irvine turn the contract back over to Beard Investigative Services, LLC, but the City advised the contract could only be turned over if Beard Investigative Services had taken over operations of EBI. Investigator Beard continued conducting backgrounds for the Irvine Police Department as an investigator with RCS Investigations up until February 2018 when Beard Investigative Services, LLC was awarded a new contract.

No administrative proceedings, claims, lawsuits, or other exposures have been or are currently pending against the company.

KEY PERSONNEL

Beard Investigative Services, LLC currently has twelve background investigators conducting background investigations for our current contracts. It is anticipated that number will increase if a contract is awarded with the City of Costa Mesa.

Greg Beard will be the project manager/liason to communicate with the City of Costa Mesa throughout the investigation(s) and notify the City of any information that would immediately disqualify the applicant from employment. He will be responsible for assigning background cases to the background investigators and reviewing completed backgrounds prior to submission to the City of Costa Mesa for final approval. In addition to being the project manager, Investigator Beard will also be available to conduct background investigations for the City of Costa Mesa as time allows.

Background Investigator Garon Wyatt is a retired lieutenant with the Irvine Police Department with nearly 30 years of experience. Lt. Wyatt was in charge of the Professional Standards Unit at the Irvine Police Department. Prior to his promotion to Lieutenant, he was a Sergeant assigned to the Professional Standards Unit, patrol supervisor, and supervisor of the Special Investigations Unit. Investigator Wyatt has been working with Beard Investigative Services since October 2017. In addition to conducting background investigations, Investigator Wyatt also conducts internal affairs investigations for municipal agencies. Investigator Wyatt also serves as a liaison to contracted agencies in my absence.

Background Investigator Frank Andersen retired as a Lieutenant with the Irvine Police Department

in August 2017. His last assignment at the Irvine Police Department was the lead supervisor of the Professional Development Unit. Investigator Andersen was in charge of recruitment along with ongoing training of department personnel and P.O.S.T. compliance. Investigator Andersen has been working with Beard Investigative Services since August 2017. He also serves as a liaison to contracted agencies in my absence.

Background Investigator Rob Warren is a recently retired Sergeant with Irvine Police Department with over 26 years of law enforcement experience. Investigator Warren was promoted to Sergeant in 2005 and had most recently been responsible for planning, policing, and all special events at the Orange County Great Park. He previously was assigned to Professional Development and was responsible for all department training and P.O.S.T. compliance. Investigator Warren has been working with Beard Investigative Services since June 2017.

Background Investigator Darrick Vincent is a retired sergeant with the Westminster Police Department with 27 years of service. Investigator Vincent's last assignment was Sergeant with the Professional Standards Unit. His duties included handling internal affairs investigations, background investigations, recruiting and hiring training facility management, and department range master. Investigator Vincent has been working with Beard Investigative Services since September 2017.

Background Investigator Brian Overbeck is a retired Irvine Police Officer with over 12 years of experience in patrol operations. Since his retirement, Investigator Overbeck obtained his private investigator's license and is the owner of ROI Investigations in Yorba Linda. He has been conducting pre-employment background investigations for the City of Westminster and the Westminster Police Department. Investigator Overbeck is a member of the California Background Investigators Association. Investigator Overbeck has been working with Beard Investigative Services since December 2016.

Background Investigator Nicole King is a retired Irvine Police Officer with 8 ½ years of experience. In 2009, Investigator King was named Rookie of the Year with the Irvine Police Department. During her career at Irvine PD, Investigator King received additional training in Arson Murders and Fire Death Investigations, Drug Abuse Recognition, and Behavioral Analysis Investigative Interview and Interrogation Techniques, etc. Investigator King has been working with Beard Investigative Services since February 2018.

Background Investigator Rhonda Oliver is a retired deputy sheriff with the Riverside County Sheriff's Department. She served for 26 years in various assignments including patrol, undercover narcotics, gang investigations, court security, and background investigations. She worked in a part-time capacity auditing all law enforcement background files for the Riverside County Sheriff's Department from July 2012 until her retirement in June 2018. From 2007 to 2009, Investigator Oliver was a part-time adjunct professor for Riverside Community College teaching the California POST Background Course. She worked with United States Investigation Services (USIS) conducting background investigations/security clearances for OPM in 2012. She currently contracts with Riverside Community College Police Department conducting law enforcement background investigations. Investigator Oliver began working with Beard Investigative Services in March 2018.

Background Investigator Lisa Gallatin is a retired police officer with the Huntington Beach Police Department. She has 20 years of experience conducting background investigations for the police department. She has been the background investigations coordinator and was our point of contact in providing background services with the Huntington Beach Police Department. Investigator Gallatin began working with Beard Investigative Services in June 2017. Investigator Gallatin often serves as a liaison with the Huntington Beach Police Department in my absence, and she may also serve in this capacity with the City of Costa Mesa.

Background Investigator Rachel Archambault recently retired as a police officer with the Westminster Police Department. Her last assignment was a background investigator/coordinator and training coordinator. Investigator Archambault recently obtained her certification as a polygraph examiner and offers her services to law enforcement agencies.

Background Investigator Pete Semelsberger is a recently retired commander with the Santa Ana Police Department. From 2013 to 2018, Semelsberger managed the background and recruitment unit with SAPD. He was a watch commander from 2012 to 2013 and from 2018 to 2019. Prior to promotion, Semelsberger was a training sergeant (2010-2012), personnel sergeant (2007-2009), patrol sergeant (2007 and 2009-2010). Investigator Semelsberger began conducting backgrounds with Beard Investigative Services in August 2019. He just recently obtained his private investigators license and is POST trained in background investigations.

Background Investigator Steve Christiansen is a retired police officer with the Riverside Police Department. His assignments at Riverside included working detectives in the Criminal Intelligence Unit, General, Gang & Narcotics Investigations, Defensive Tactics Instructor, Field Training Officer, and Patrol. Investigator Christiansen began conducting background investigations with Beard Investigative Services in October 2018. He has additional employment as an EVOC instructor.

Resumes for key background investigators are attached. Resumes will be made available upon request for the remaining background investigators prior to them commencing work on any background. It is understood the competency of all subcontractors must be established to the satisfaction of the City of Costa Mesa. Before the award of the contract, the City of Costa Mesa will notify the Proposer in writing if, after due investigation, the City of Costa Mesa has reasonable objection to any proposed subcontractor. If the City of Costa Mesa has reasonable objection to any subcontractor, the Proposer shall submit an acceptable substitute to the City. Persons and entities proposed by the Proposer to be used as subcontractors, and to whom the City of Costa Mesa has made no reasonable objection, must be used on the work for which they were proposed and shall not be changed except with the written consent of the City of Costa Mesa.

COST PROPOSAL

Full-time Police Officer and Dispatcher backgrounds

FLAT RATE \$1,600.00 + mileage at federal mileage rate for 2018 and adjusted to the rate for the following years.

ALTERNATIVE FLAT RATE \$1,650.00 – No mileage submitted

Police Civilian

FLAT RATE \$1,500.00 + mileage at federal mileage rate for 2018 and adjusted to the rate for the following years.

ALTERNATIVE FLAT RATE - \$1,550.00 – No mileage submitted

Fire Backgrounds

FLAT RATE \$1,500.00 + mileage at federal mileage rate for 2018 and adjusted to the rate for the following years.

ALTERNATIVE FLAT RATE - \$1,550.00 – No mileage submitted

Any partial backgrounds completed or background updates will be billed at a prorated rate based upon percentage of work completed. Any work requiring a submission of an hourly rate will be billed at \$75.00 per hour.

It is understood that budget cuts, monetary adjustments, or changes in requirements may result in an increase or decrease in services. Beard Investigative Services, LLC agrees to adjust the level of service without changing other contract conditions set forth herein, if notified to do so within a reasonable time period. Service increases and decreases will be computed based on the hourly rate as set forth herein.

Reimbursement requests to the City shall include on their invoices detailed information including description, date of the expense, business purpose and amount. Travel related expenses (including hotels and meals) shall be reimbursed at direct cost, but not to exceed the federal per diem rate established by the U.S. General Services Administration (www.gsa.gov/perdiem), plus applicable taxes. Contractor shall attach supporting documents substantiating all expenses such as itemized receipts, paid invoices or paid credit card statements (if description has sufficient detail). Any request for travel-related expense (including hotel and meal) reimbursement must be pre-approved by the City of Costa Mesa before commencement of travel.

The prices indicated above will remain firm for the entire first term of the Agreement. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. It is

understood the City reserves the right to negotiate any pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County.

This proposal is valid for a minimum of one hundred eighty (180) days from the date of submittal.

DISCLOSURE

Beard Investigative Services, LLC, nor Greg Beard, the company owner, has conducted any current or past business or personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee.

SAMPLE PROFESSIONAL SERVICE AGREEMENT

Beard Investigative Services, LLC accepts the City of Costa Mesa Professional Services Agreement as written.

This proposal is valid for one hundred eighty (180) days from the date of submittal.

Greg Beard _____

Date: 5/21/2020



Signature

Owner/Qualified Manager
Beard Investigative Services, LLC
PI #25452

Gregory W. Beard
P.O. Box 60154, Irvine, CA 92602
Office 949.385.3723 E-mail: BeardInvSvc@gmail.com

PROFILE

Extensive career in law enforcement that supports a safe community for business and residential environments. Key interface with internal and external investigative departments, private businesses and other public-sector vendors.

SUMMARY OF QUALIFICATIONS

- Excellent leadership skills; strong management skills, delivery of case reviews, good team player, confidentiality, patrol/community officer; adaptable/flexible; strong investigative skills; analytical

PROFESSIONAL EXPERIENCE

Private Investigator, Beard Investigative Services (PI 25452), Irvine, CA 4/2007 – Present

- Pre-employment law enforcement background investigations. California P.O.S.T. certified background investigator

Investigator/Supervisor, Evidence-Based, Inc., Irvine, CA 11/2009 – 11/2014

- Law enforcement background investigations for local Southern California law enforcement agencies.
 - Managed contracts with each of the agencies and served as the liaison for EBI. Assigned background cases to other investigators. Signed off on backgrounds prior to backgrounds being submitted to the law enforcement agency.
- Threat/risk assessments in high-risk domestic violence, child abuse, and child sexual abuse cases.
- Conducted investigations on child custody evaluations (3111) for Riverside County.
- General private investigations

Security Team Member, Saddleback Church, Lake Forest, CA 11/2008 – 8/2009

- Threat assessment for the church and Pastor Rick Warren
- Loss/Prevention coordinator (person and property risk assessment, proactive measures to ensure safety of property and people on the church campus, and general liability of church buildings and its community, investigate thefts of church property and acted as a liaison with the sheriff's department)
- Campus security detail (property detail, surveillance videos, campus patrol, handling routine and emergency calls for service, etc.)

Police Officer, Irvine Police Department, Irvine, California 9/1986 – 9/2006

- Served 20 years working in the following areas: Patrol officer, Field Training Officer, Crime Scene Investigator, D.A.R.E. officer, Bloodhound handler, Crime Analysis Unit, Community Police Academy Instructor

Police Officer, California State University Police Department, Long Beach 3/1980 – 9/1986

Deputy Sheriff - Gibson County Sheriff's Department, Princeton, IN 3/1978 – 8/1979

Police Officer, Princeton Police Department, Princeton, IN 6/1977 – 1/1978

Reserve Deputy Sheriff, Gibson County Sheriff's Department, Princeton, IN 4/1976 – 3/1978

EDUCATION

Bachelor of Science, Criminal Justice Administration
California State University, Long Beach
Indiana Law Enforcement Academy

Garon Wyatt
30100 12th Street, Nuevo, CA 92567
(951) 295-7510
gwis177@gmail.com

Summary

- Demonstrated achiever with extensive investigative experience
- Proven ability to organize, prioritize, and complete assignments prior to deadlines
- Adept at identifying and allocating resources to maximize efficiency
- Recognizes the importance of clear and open channels of communication
- Skilled at making written and oral presentations

Education

- M.A. Organizational Leadership** 2016
California Coast University, Santa Ana, CA
 - Summa Cum Laude
- B.S. Business Administration and Management** 1999
Azusa Pacific University, Azusa, CA
 - Cum Laude Honors
 - Concentration in Management practices, research and analysis
- A.A. Degree General Education** 1992
Orange Coast College, Costa Mesa, CA

Professional Certificates

- POST Management School 2016
- Supervisory Leadership Institute graduate Class 222 2007
- California Commission for Police Officer Standards and Training

Career History

- Lieutenant, Office of Professional Standards** 2016-Present
 - Investigate internally and externally generated complaints
 - Conduct monthly and annual departmental audits
 - Liaison with Human Resources
- Sergeant, Office of Professional Standards** 2014-2015
 - Investigate internally and externally generated complaints
 - Conduct monthly and annual departmental audits
 - Liaison with Human Resources
- Sergeant, Operations Support – Special Events** 2010-2014
 - Process all City of Irvine Special Event Applications
 - Prepare operation plans/ staffing contingencies for events
 - Coordinate with other city departments and private groups
 - Supervise PSA's and Police Explorer Program
- President – Irvine Police Association** 2010-2014
 - Represent approximately 185 sworn members

- Act as liaison between city and union members
 - Encourage/maintain working relationships between officers/command staff
 - Lead labor negotiations
- Sergeant, Patrol Division (University and Crossroads)** 2008-2010
- Supervise patrol shifts while assigned to University area
 - Write Performance Appraisals for assigned employees
 - Write and manage Performance Improvement Plans as needed
 - Supervise Field Training Officers
- Sergeant, Special investigations Unit** 2004-2008
- Supervised SIU Investigators while working several high profile cases
 - Assisted Investigations Lieutenant with setting unit direction to meet department mission, vision, and values.
 - Managed collaborative Alcohol Beverage Control Grant with IPD and UCIPD
- Sergeant, Patrol Division** 2003-2004
- Supervised patrol shifts while assigned to University area
 - Wrote and managed Performance Improvement Plans for several employees
 - Instrumental in developing working relationships with sales managers and home owners in the rapidly growing Shady Canyon development
 - Made numerous presentations to various community groups
- Detective, Auto Theft and Burglary** 2001-2003
- Investigated all residential burglaries and thefts as well as all auto thefts occurring within the City of Irvine.
 - Successfully solved multiple residential burglary trends
 - Written product included search warrants, investigative reports, and operational plans
 - Training presentations to various groups, presented tactical plans to other detectives and staff
- Field Training Officer, Patrol Division** 2000-2001
- Trained entry level and lateral officers
 - Provided written evaluations on employee performance
 - Handled all functions of field patrol officer
- Detective** 1995-2000
- Irvine PD Street Narcotics Unit
 - Orange County Narcotics Suppression Program
 - Orange County Auto Theft Task Force
 - Task Force Officer, Drug Enforcement Administration, Santa Ana
- Police Officer** 1988-1995
- Trained entry level and lateral police officers and reserve officers
 - Assisted with implementation of Community Oriented Policing
 - Performed general patrol duties

Frank T Andersen
Lieutenant- Irvine PD (Ret)
6 Relampago
Rancho Santa Margarita, Ca. 92688
(949) 294-8320
frankandersen176@gmail.com

2014-2017 Professional Development Lieutenant

This position includes managing a staff of twelve responsible for all department training and the hiring of all public safety personnel, both sworn and civilian. Hiring included working with HR personnel on all POST related mandates, facilitating written tests, conducting interview panels, the coordination of background investigations, and final recruit selections. Training included all daily, monthly and annual POST mandates including advanced officer training to promote professional and personal growth of all employees.

2013-2014 Professional Standards Lieutenant

This internal affairs position is a highly sensitive position that serves/reports directly to the Chief of Police on personnel investigative matters, sensitive issues and police misconduct. Responsibilities include but are not limited to regular interaction with legal counsel, city officials, and outside agencies.

2011-2013 Professional Standards Sergeant

This internal affairs position requires not only good investigative skills, but also a working knowledge of the city personnel rules, peace officer bill of rights, and critical liability issues. Other requirements include effective interview and management skills to conduct audits, analyze liability issues, and the review of department policies.

2006-2010 Special Event Sergeant

This position required someone who is highly organized, willing to work long hours, and someone who can provide the necessary leadership skills to manage a wide variety of assignments. I have dealt with sensitive issues, facilitated meetings between executive management, community stakeholders and elected officials, managed special projects, and major community events. This position also provided me an opportunity to analyze problems and provide relevant solutions.

2005-2007 Patrol Sergeant

This position requires someone who is able to provide the necessary leadership to officers responsible for providing all aspects of police services. This position is responsible for but not limited to supervision, mentoring and evaluation of field personnel responsible for providing police services including geographic and community oriented policing, scheduling, training and other administrative duties as required on a daily basis

Officer Experience

My specialty assignments as an officer have provided me a solid understanding of the department's operational guidelines. Those assignments include;

- Traffic Motor Officer
- Field Training Officer
- Assistant SWAT Team Leader- (13 years)

(Resume page 2)

- Department Training Officer- (The Office of Professional Development)
- Narcotics Detective
- Firearms / Less Lethal / Tactics Instructor
- Patrol Officer

Masters of Science Degree- Long Beach State University

I attended Long Beach State University and completed courses required to earn a Master's degree in Criminal Justice. 2009

Bachelors of Science Degree- California State University Fullerton

I attended California State University at Fullerton and completed courses required to earn a Bachelor's degree in Criminal Justice. 2002

Senior Management Institute for Police- Boston, Mass.

In 2015 I was fortunate enough to attend Boston University for a month long leadership program. This is a live in program designed for law enforcement leaders from around the country. Topics included but were not limited to current events shaping law enforcement today, police use of force, rebuilding community trust, and how to build an effective law enforcement agency with higher standards, effective training, and how to attract top candidates.

Sherman Block Supervisory Leadership Institute

In 2009 I attended SLI which has helped me understand advanced leadership techniques, leadership traits and principals, the effectiveness of different leadership styles, and how to obtain the very best from subordinates.

Current Certificates

The current certificates I hold that which can be directly related to the leadership role of a Police Lieutenant are as follows;

- POST Certified Background Investigator
- Management POST
- Senior Management Institute for Police, Boston, Mass.
- Supervisor POST
- Sherman Block Supervisory Leadership Institute
- Internal Affairs Investigations
- Special Event Management
- Critical Incident Response for Supervisors
- FTO Program Management
- Management of Risk
- SWAT Team Leader
- CPOA Leadership Development Institute
- Basic, Intermediate and Advanced Officer POST

1977-1981 Military Service- United States Marine Corps Sergeant

Scout Sniper- Special Weapons Platoon- Several overseas deployment. Leadership lessons included the importance of setting a good example, seek and take responsibility, and make sound decisions.

Lisa Gallatin

Phoenix Investigations

PI License #PI 188529

2892 N. Bellflower Blvd. Suite 201, Long Beach, CA 90815
562/421-5621 lisa.phoenixinvestigations@gmail.com

Objective

- I am an experienced background investigator with over 20 years experience conducting POST background investigations on both sworn and civilian personnel. I have handled thousands of cases and routinely managed a caseload of 50+ backgrounds for the Huntington Beach Police Department. I have overseen the HBPD Personnel/Background Division and supervised as many as 15 independent background investigators. My objective is to use my experience and expertise to conduct law enforcement background investigations as an independent contractor and to advise and educate potential applicants on how to successfully navigate the current police officer testing process.

Education

- Grand Junction High School – Grand Junction, CO
- California State University, Long Beach – Bachelor of Arts, Criminal Justice – Honors
- Chapman University – Master of Arts, Criminology

Personal Attributes

- Reliable
- Experienced
- Intuitive
- Organized
- Thorough
- Dedicated

Awards / Leadership

- 1993 : Orange County Sheriff's Academy Class #111 / Class President
- 1999 : HBPD Community Liaison Team Award for Exemplary Service
- 2002 : Huntington Beach Police Department / Non Uniform Officer of the Year
- 2017 : Mayor's Award / Outstanding Public Service (exceeding hiring goals)
- Additional commendations available upon request.

Employment

- Los Angeles County Sheriff's Department / Reserve Deputy Sheriff (1991 – 1993)
- El Segundo Police Department / Police Officer (1993 – 1995)
- Huntington Beach Police Department / Police Officer (Patrol, DARE, Budget and Research, Executive Protection Team, Vice decoy, Personnel Officer, Background Investigator, Background Division Coordinator, Recruiter (1995 – 2018)
- Beard Investigations LLC / Independent Background Investigator (2018 – Present)
- JoeMar Investigative Services / Independent Background Investigator (2018 – Present)
- S2 Performance Training / Law Enforcement Preparedness Advisor (2018 – Present)

Reference letters available upon request.

**APPENDIX B
FORMS**

**Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution**



**VENDOR APPLICATION FORM
FOR
RFP NO. 20-04
BACKGROUND INVESTIGATION CONSULTING SERVICES**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: BEARD INVESTIGATIVE SERVICES, LLC

Contact Person for Agreement: GREG BEARD

Corporate Mailing Address: P.O. Box 60154

City, State and Zip Code: IRVINE, CA 92602

E-Mail Address: GREG.BEARD@BEARDINVSVC.COM

Phone: 949-385-3723

Fax: 949-857-3691

Contact Person for Proposals: GREG BEARD

Title: PRESIDENT / QUALIFIED MANAGER E-Mail Address: GREG.BEARD@BEARDINVSVC.COM

Business Telephone: 949-683-3691

Business Fax: 949-857-3691

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL SOLE PROPRIETORSHIP

PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
<u>GREG BEARD</u>	<u>PRESIDENT</u>	<u>949-683-3691</u>

Federal Tax Identification Number: 47-3450238

City of Costa Mesa Business License Number: NONE

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **RFP No. 20-04 BACKGROUND INVESTIGATION CONSULTING SERVICES** at any time after **November 21, 2019**.

Gregory W. Beard
Signature

Date: 12/11/2019

Gregory W. Beard
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **November 21, 2019** with a City Councilmember concerning **RFP No. 20-04 BACKGROUND INVESTIGATION CONSULTING SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

NONE

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No

If the answer is yes, explain the circumstances in the following space.

COMPANY PROFILE & REFERENCES

Company Profile

Company Legal Name: BEARD INVESTIGATIVE SERVICES, LLC

Company Legal Status (corporation, partnership, sole proprietor etc.): SOLE PROPRIETOR

Active licenses issued by the California State Contractor's License Board: B.S.15. P.I. LICENSE P125452

Business Address: 3691 PROVINCETOWN AVE. IRVINE, CA 92606

Website Address: N/A

Telephone Number: 949-385-3723 Facsimile Number: 949-857-3691

Email Address: BEARD/INV SVC @ GMAIL.COM.

Length of time the firm has been in business: 12 YRS, 8 MO. Length of time at current location: 12 YRS, 8 MO

Is your firm a sole proprietorship doing business under a different name: Yes No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: 47-3450238

Regular business hours: 8:00 TO 5:00 M-F

Regular holidays and hours when business is closed:

CLOSED ALL MAJOR HOLIDAYS

Contact person in reference to this solicitation:

GREG BEARD

Telephone Number: 949-683-3691 Facsimile Number: 949-857-3691

Email Address: GREG.BEARD @ BEARD/INV SVC.COM

Contact person for accounts payable:

GREG BEARD

Telephone Number: 949-683-3691 Facsimile Number: 949-857-3691

Email Address: GREG.BEARD @ BEARD/INV SVC.COM

Name of Project Manager: GREG BEARD

Telephone Number: SAME Facsimile Number: SAME

Email Address: SAME

COMPANY PROFILE & REFERENCES

(Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: IRVINE POLICE DEPT Telephone Number: 949-724-7052

Contact Name: LT. JAMES HURTER Contract Amount: 56,837 +

Email: JHUTCHER@CITYOFIRVINE.ORG

Address: 1 CIVIC CENTER PLAZA, IRVINE, CA 92606

Brief Contract Description: PRE-EMPLOYMENT BACKGROUND INVESTIGATIONS

Company Name: HUNTINGTON BEACH PD Telephone Number: 714-536-5936

Contact Name: JOE PETERSEN Contract Amount: 97,000

Address: 2000 MAIN ST., HUNTINGTON BEACH, CA 92648

Email: JPETERSEN@HBPD.ORG

Brief Contract Description: PRE-EMPLOYMENT BACKGROUND INVESTIGATIONS

Company Name: WESTMINSTER P.D Telephone Number: 914-548-3791

Contact Name: CADR. CAMERON KNAUERHAZE Contract Amount: ESTIMATED 35,000

Email: CKNAUERHAZE@WESTMINSTER-CA.GOV

Address: 8200 WESTMINSTER BLVD, WESTMINSTER, CA 92183

Brief Contract Description: PRE-EMPLOYMENT BACKGROUND INVESTIGATIONS

Company Name: ANAHEIM POLICE DEPT Telephone Number: 714-765-3922

Contact Name: SGT. MATT ADRIAN Contract Amount: 50,000

Address: 8201 E. SANTA ANA CANYON ROAD, ANAHEIM, CA 92809

Email: MADRIAN@ANAHEIM.NET

Brief Contract Description: LAW ENFORCEMENT BACKGROUNDS, FIRE B.G. AND Non-SAFETY

Company Name: O.C. DISTRICT ATTORNEY Telephone Number: 714-347-8419

Contact Name: CARE PAUL WALTERS Contract Amount: 50,000

Email: PAUL.WALTERS@DA.OC.GOV.COM

Address: 401 N. CIVIC CENTER DRIVE, SANTA ANA, CA 92701

Brief Contract Description: PRE-EMPLOYMENT BACKGROUNDS FOR ATTORNEYS AND INVESTIGATORS



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
<i>None</i>				

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Anthony W. Band
Bidder/Applicant/Proposer

12/11/2019
Date

EXHIBIT C
FEE SCHEDULE

FEE SCHEDULE

Task	Description	Price
A.	FULLY COMPLETED BACKGROUND INVESTIGATION	\$1,600.00 + MILEAGE AT FED. MILEAGE RATE
B.	PARTIALLY COMPLETED BACKGROUND INVESTIGATION	BASED ON HOURLY RATE OF \$75 ⁰⁰
TOTAL		

All originals of plans, field notes, data and calculations, reports, electronic files, etc., will be turned over to the City upon completion of work. Ten percent (10%) of the total contract fee will be withheld under final project documents are submitted to the City.

EXHIBIT D

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.